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16 UNITED STATES OF AMERICA

17 UNITED STATES DISTRICT COURT

18 FOR THE CENTRAL DISTRICT OF CALIFORNIA

19 UNITED STATES OF AMERICA,

20 No. CR 17-112-JAK-1

21 Plaintiff,

22 PLEA AGREEMENT FOR DEFENDANT
WILLIAM CECIL ETHERIDGE

23 v.

24 WILLIAM CECIL ETHERIDGE,

25 Defendant.

26 1. This constitutes the plea agreement between William Cecil
27 Etheridge ("defendant") and the United States Attorney's Office for
28 the Central District of California (the "USAO") in the above-
captioned case. This agreement is limited to the USAO and cannot
bind any other federal, state, local, or foreign prosecuting,
enforcement, administrative, or regulatory authorities.

29 DEFENDANT'S OBLIGATIONS

30 2. Defendant agrees to:

31 a. At the earliest opportunity requested by the USAO and
32 provided by the Court, appear and plead guilty to count one of the
33 indictment in United States v. Etheridge, et al., CR No. 17-112-JAK-

1, which charges defendant with Assault With a Dangerous Weapon With
2 Intent to Do Bodily Harm, in violation of 18 U.S.C. § 113(a)(3).

3 b. Not contest facts agreed to in this agreement.

4 c. Abide by all agreements regarding sentencing contained
5 in this agreement.

6 d. Appear for all court appearances, surrender as ordered
7 for service of sentence, obey all conditions of any bond, and obey
8 any other ongoing court order in this matter.

9 e. Not commit any crime; however, offenses that would be
10 excluded for sentencing purposes under United States Sentencing
11 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
12 within the scope of this agreement.

13 f. Be truthful at all times with the United States
14 Probation and Pretrial Services Office and the Court.

15 g. Pay the applicable special assessment at or before the
16 time of sentencing unless defendant has demonstrated a lack of
17 ability to pay such assessments.

18 h. Defendant agrees that any and all criminal debt
19 ordered by the Court will be due in full and immediately. The
20 government is not precluded from pursuing, in excess of any payment
21 schedule set by the Court, any and all available remedies by which to
22 satisfy defendant's payment of the full financial obligation,
23 including referral to the Treasury Offset Program.

24 i. Complete the Financial Disclosure Statement on a form
25 provided by the USAO and, within 30 days of defendant's entry of a
26 guilty plea, deliver the signed and dated statement, along with all
27 of the documents requested therein, to the USAO by either email at
28 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial

1 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los
2 Angeles, CA 90012. Defendant agrees that defendant's ability to pay
3 criminal debt shall be assessed based on the completed Financial
4 Disclosure Statement and all required supporting documents, as well
5 as other relevant information relating to ability to pay.

6 j. Authorize the USAO to obtain a credit report upon
7 returning a signed copy of this plea agreement.

8 k. Consent to the USAO inspecting and copying all of
9 defendant's financial documents and financial information held by the
10 United States Probation and Pretrial Services Office.

11 THE USAO'S OBLIGATIONS

12 3. The USAO agrees to:

13 a. Not contest facts agreed to in this agreement.

14 b. Abide by all agreements regarding sentencing contained
15 in this agreement.

16 c. At the time of sentencing, move to dismiss the
17 remaining counts of the indictment as against defendant. Defendant
18 agrees, however, that at the time of sentencing the Court may
19 consider any dismissed charges in determining the applicable
20 Sentencing Guidelines range, the propriety and extent of any
21 departure from that range, and the sentence to be imposed.

22 d. At the time of sentencing, provided that defendant
23 demonstrates an acceptance of responsibility for the offense up to
24 and including the time of sentencing, recommend a two-level reduction
25 in the applicable Sentencing Guidelines offense level, pursuant to
26 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
27 additional one-level reduction if available under that section.

1 e. Recommend that defendant be sentenced to a term of
2 imprisonment no higher than the low end of the applicable Sentencing
3 Guidelines range, provided that the offense level used by the Court
4 to determine that range is 20 or higher and provided that the Court
5 does not depart downward in offense level or criminal history
6 category. For purposes of this agreement, the low end of the
7 Sentencing Guidelines range is that defined by the Sentencing Table
8 in U.S.S.G. Chapter 5, Part A, without regard to reductions in the
9 term of imprisonment that may be permissible through the substitution
10 of community confinement or home detention as a result of the offense
11 level falling within Zone B or Zone C of the Sentencing Table.

12 4. At the time of sentencing, the USAO agrees not to argue
13 that the Court impose a sentence consecutive to that which defendant
14 is currently serving.

NATURE OF THE OFFENSE

16 5. Defendant understands that for defendant to be guilty of
17 the crime charged in count one, that is, Assault With a Dangerous
18 Weapon With Intent to Do Bodily Harm, in violation of
19 18 U.S.C. § 113(a)(3), the following must be true: (1) defendant
20 assaulted G.A.G. by intentionally striking or wounding G.A.G. using a
21 display of force that reasonably caused him to fear immediate bodily
22 harm; (2) defendant acted with the intent to do bodily harm to
23 G.A.G.; (3) defendant used a dangerous weapon, specifically, shoes or
24 a cane, when he assaulted G.A.G.; (4) the assault took place at the
25 United States Penitentiary at Victorville, California; and (5) shoes
26 and a cane are dangerous weapons when, as in this case, they are used
27 in a way that is capable of causing death or serious bodily injury.

PENALTIES AND RESTITUTION

6. Defendant understands that the statutory maximum sentence that the Court can impose for a violation of Title 18, United States Code, Section 113(a)(3) is: 10 years' imprisonment; a five-year period of supervised release; a fine of \$250,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest; and a mandatory special assessment of \$100.

7. Defendant understands that defendant will be required to pay full restitution to the victim(s) of the offense to which defendant is pleading guilty. Defendant agrees that, in return for the USAO's compliance with its obligations under this agreement, the Court may order restitution to persons other than the victim of the offense to which defendant is pleading guilty and in amounts greater than those alleged in the count to which defendant is pleading guilty. In particular, defendant agrees that the Court may order restitution to any victim of any of the following for any losses suffered by that victim as a result: (a) any relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with the offense to which defendant is pleading guilty; and (b) any counts dismissed pursuant to this agreement as well as all relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with those counts.

8. Defendant understands that supervised release is a period of time following imprisonment during which defendant will be subject to various restrictions and requirements. Defendant understands that if defendant violates one or more of the conditions of any supervised release imposed, defendant may be returned to prison for all or part of the term of supervised release authorized by statute for the offense that resulted in the term of supervised release, which could

1 result in defendant serving a total term of imprisonment greater than
2 the statutory maximum stated above.

3 9. Defendant understands that, by pleading guilty, defendant
4 may be giving up valuable government benefits and valuable civic
5 rights, such as the right to vote, the right to possess a firearm,
6 the right to hold office, and the right to serve on a jury.
7 Defendant understands that he is pleading guilty to a felony and that
8 it is a federal crime for a convicted felon to possess a firearm or
9 ammunition. Defendant understands that the convictions in this case
10 may also subject defendant to various other collateral consequences,
11 including but not limited to revocation of probation, parole, or
12 supervised release in another case and suspension or revocation of a
13 professional license. Defendant understands that unanticipated
14 collateral consequences will not serve as grounds to withdraw
15 defendant's guilty plea.

16 10. Defendant and his counsel have discussed the fact that, and
17 defendant understands that, if defendant is not a United States
18 citizen, the conviction in this case makes it practically inevitable
19 and a virtual certainty that defendant will be removed or deported
20 from the United States. Defendant may also be denied United States
21 citizenship and admission to the United States in the future.
22 Defendant understands that while there may be arguments that
23 defendant can raise in immigration proceedings to avoid or delay
24 removal, removal is presumptively mandatory and a virtual certainty
25 in this case. Defendant further understands that removal and
26 immigration consequences are the subject of a separate proceeding and
27 that no one, including his/her attorney or the Court, can predict to
28 an absolute certainty the effect of his conviction on his immigration

1 status. Defendant nevertheless affirms that he wants to plead guilty
2 regardless of any immigration consequences that his plea may entail,
3 even if the consequence is automatic removal from the United States.

4 11. Defendant understands that, if defendant is not a United
5 States citizen, the felony conviction in this case may subject
6 defendant to: removal, also known as deportation, which may, under
7 some circumstances, be mandatory; denial of citizenship; and denial
8 of admission to the United States in the future. The Court cannot,
9 and defendant's attorney also may not be able to, advise defendant
10 fully regarding the immigration consequences of the felony conviction
11 in this case. Defendant understands that unexpected immigration
12 consequences will not serve as grounds to withdraw defendant's guilty
13 plea.

14 FACTUAL BASIS

15 12. Defendant admits that defendant is, in fact, guilty of the
16 offense to which defendant is agreeing to plead guilty. Defendant
17 and the USAO agree to the statement of facts provided below and agree
18 that this statement of facts is sufficient to support a plea of
19 guilty to the charge described in this agreement and to establish the
20 Sentencing Guidelines factors set forth in paragraph 14 below but is
21 not meant to be a complete recitation of all facts relevant to the
22 underlying criminal conduct or all facts known to either party that
23 relate to that conduct.

24 On July 28, 2016, at the United States Penitentiary at
25 Victorville ("FCI Victorville"), in the Central District of
26 California, defendant, an inmate at FCI Victorville, and another
27 inmate assaulted victim G.A.G. in a shower stall located in the
28 prison's General Housing Unit. G.A.G. was naked during the assault,

1 while defendant and the other attacker were clothed. During the
2 assault, defendant punched victim G.A.G., beat him with victim
3 G.A.G.'s own cane, and kicked victim G.A.G. with shoes in a way that
4 was capable of causing serious bodily injury to victim G.A.G., and
5 with a display of force that reasonably caused victim G.A.G. to fear
6 immediate bodily harm. Victim G.A.G. was then thrown out of the
7 shower stall and onto the floor. While victim G.A.G. was naked and
8 on his hands and knees on the floor, defendant and another inmate
9 continued to punch victim G.A.G. and kick victim G.A.G. with shoes in
10 the face, head, and torso, in a way that was capable of causing
11 serious bodily injury to victim G.A.G. During the assault, G.A.G.
12 did not fight back. The weapons in this case, shoes and a cane, were
13 used in ways that could have led to death or serious bodily injury.
14 Because of the assault, victim G.A.G. suffered serious bodily injury,
15 specifically, extreme pain, contusions to his head, a swollen lip,
16 nausea, and dizziness. During the assault, defendant intended to do
17 bodily harm to victim G.A.G.

18 On August 11, 2016, at FCI Victorville, in the Central District
19 of California, while defendant was an inmate at FCI Victorville,
20 defendant and two other inmates repeatedly and intentionally punched
21 and kicked fellow inmate and victim W.O.A. in the head and torso.
22 Once victim W.O.A. fell to the ground from the beating, defendant and
23 his two co-defendants continued to stomp on him and kick him.
24 Defendant's assault on victim W.O.A. lasted approximately 50 seconds,
25 causing W.O.A. bodily injury that required medical attention,
26 specifically, bruises on his forehead, abrasions, and pain in his
27 abdomen.

SENTENCING FACTORS

2 13. Defendant understands that in determining defendant's
3 sentence the Court is required to calculate the applicable Sentencing
4 Guidelines range and to consider that range, possible departures
5 under the Sentencing Guidelines, and the other sentencing factors set
6 forth in 18 U.S.C. § 3553(a). Defendant understands that the
7 Sentencing Guidelines are advisory only, that defendant cannot have
8 any expectation of receiving a sentence within the calculated
9 Sentencing Guidelines range, and that after considering the
10 Sentencing Guidelines and the other § 3553(a) factors, the Court will
11 be free to exercise its discretion to impose any sentence it finds
12 appropriate up to the maximum set by statute for the crime of
13 conviction.

14 14. Defendant and the USAO agree to the following applicable
15 Sentencing Guidelines factors:

16 Base Offense Level: [14] [U.S.S.G. § 2A2.2(a)]
17 Using a dangerous weapon: [+4] [U.S.S.G. § 2A2.2(b)(2)(B)]
18 Inflicting serious bodily injury: [+5] [U.S.S.G. § 2A2.2(b)(3)(B)]

20 Defendant and the USAO reserve the right to argue that additional
21 specific offense characteristics, adjustments, and departures under
22 the Sentencing Guidelines are appropriate. Defendant understands
23 that defendant's offense level could be increased if defendant is a
24 career offender under U.S.S.G. §§ 4B1.1 and 4B1.2. If defendant's
25 offense level is so altered, defendant and the USAO will not be bound
26 by the agreement to Sentencing Guideline factors set forth above.

27 15. Defendant understands that there is no agreement as to
28 defendant's criminal history or criminal history category.

16. Defendant and the USAO reserve the right to argue for a sentence outside the sentencing range established by the Sentencing Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

WAIVER OF CONSTITUTIONAL RIGHTS

6 17. Defendant understands that by pleading guilty, defendant
7 gives up the following rights:

- a. The right to persist in a plea of not guilty.
- b. The right to a speedy and public trial by jury.
- c. The right to be represented by counsel -- and if
have the Court appoint counsel -- at trial. Defendant
ds, however, that, defendant retains the right to be
ed by counsel -- and if necessary have the Court appoint
- at every other stage of the proceeding.

23 g. The right not to be compelled to testify, and, if
24 defendant chose not to testify or present evidence, to have that
25 choice not be used against defendant.

26 h. Any and all rights to pursue any affirmative defenses,
27 Fourth Amendment or Fifth Amendment claims, and other pretrial
28 motions that have been filed or could be filed.

WAIVER OF APPEAL OF CONVICTION

2 18. Defendant understands that, with the exception of an appeal
3 based on a claim that defendant's guilty plea was involuntary, by
4 pleading guilty defendant is waiving and giving up any right to
5 appeal defendant's conviction on the offense to which defendant is
6 pleading guilty. Defendant understands that this waiver includes,
7 but is not limited to, arguments that the statute to which defendant
8 is pleading guilty is unconstitutional, and any and all claims that
9 the statement of facts provided herein is insufficient to support
10 defendant's plea of guilty.

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

12 19. Defendant agrees that, provided the Court imposes a total
13 term of imprisonment within or below the range corresponding to an
14 offense level of 20 and the criminal history calculated by the Court,
15 defendant gives up the right to appeal all of the following: (a) the
16 procedures and calculations used to determine and impose any portion
17 of the sentence; (b) the term of imprisonment imposed by the Court;
18 (c) the fine imposed by the Court, provided it is within the
19 statutory maximum; (d) to the extent permitted by law, the
20 constitutionality or legality of defendant's sentence, provided it is
21 within the statutory maximum; (e) the term of probation or supervised
22 release imposed by the Court, provided it is within the statutory
23 maximum; and (f) any of the following conditions of probation or
24 supervised release imposed by the Court: the conditions set forth in
25 Second Amended General Order 20-04 of this Court; the drug testing
26 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the
27 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

1 20. The USAO agrees that, provided (a) all portions of the
2 sentence are at or below the statutory maximum specified above and
3 (b) the Court imposes a term of imprisonment of within or above the
4 range corresponding to an offense level of 20 and the criminal
5 history calculated by the Court, the USAO gives up its right to
6 appeal any portion of the sentence, with the exception that the USAO
7 reserves the right to appeal the amount of restitution ordered.

8 21. Defendant also gives up any right to bring a post-
9 conviction collateral attack on the conviction or sentence, including
10 any order of restitution, except a post-conviction collateral attack
11 based on a claim of ineffective assistance of counsel, a claim of
12 newly discovered evidence, or an explicitly retroactive change in the
13 applicable Sentencing Guidelines, sentencing statutes, or statutes of
14 conviction. Defendant understands that this waiver includes, but is
15 not limited to, arguments that the statute to which defendant is
16 pleading guilty is unconstitutional, and any and all claims that the
17 statement of facts provided herein is insufficient to support
18 defendant's plea of guilty.

19 22. This agreement does not affect in any way the right of the
20 USAO to appeal the sentence imposed by the Court.

RESULT OF WITHDRAWAL OF GUilty PLEA

22 23. Defendant agrees that if, after entering a guilty plea
23 pursuant to this agreement, defendant seeks to withdraw and succeeds
24 in withdrawing defendant's guilty plea on any basis other than a
25 claim and finding that entry into this plea agreement was
26 involuntary, then (a) the USAO will be relieved of all of its
27 obligations under this agreement; and (b) should the USAO choose to
28 pursue any charge that was either dismissed or not filed as a result

1 of this agreement, then (i) any applicable statute of limitations
2 will be tolled between the date of defendant's signing of this
3 agreement and the filing commencing any such action; and
4 (ii) defendant waives and gives up all defenses based on the statute
5 of limitations, any claim of pre-indictment delay, or any speedy
6 trial claim with respect to any such action, except to the extent
7 that such defenses existed as of the date of defendant's signing this
8 agreement.

9 24. Defendant agrees that if the count of conviction is
10 vacated, reversed, or set aside, or the enhancements for use of a
11 dangerous weapon and serious bodily injury imposed by the Court to
12 which the parties stipulated in this agreement is vacated or set
13 aside, both the USAO and defendant will be released from all their
14 obligations under this agreement.

15 EFFECTIVE DATE OF AGREEMENT

16 25. This agreement is effective upon signature and execution of
17 all required certifications by defendant, defendant's counsel, and an
18 Assistant United States Attorney.

19 BREACH OF AGREEMENT

20 26. Defendant agrees that if defendant, at any time after the
21 signature of this agreement and execution of all required
22 certifications by defendant, defendant's counsel, and an Assistant
23 United States Attorney, knowingly violates or fails to perform any of
24 defendant's obligations under this agreement ("a breach"), the USAO
25 may declare this agreement breached. All of defendant's obligations
26 are material, a single breach of this agreement is sufficient for the
27 USAO to declare a breach, and defendant shall not be deemed to have
28 cured a breach without the express agreement of the USAO in writing.

1 If the USAO declares this agreement breached, and the Court finds
2 such a breach to have occurred, then: (a) if defendant has previously
3 entered a guilty plea pursuant to this agreement, defendant will not
4 be able to withdraw the guilty plea, and (b) the USAO will be
5 relieved of all its obligations under this agreement.

6 27. Following the Court's finding of a knowing breach of this
7 agreement by defendant, should the USAO choose to pursue any charge
8 that was either dismissed or not filed as a result of this agreement,
9 then:

10 a. Defendant agrees that any applicable statute of
11 limitations is tolled between the date of defendant's signing of this
12 agreement and the filing commencing any such action.

13 b. Defendant waives and gives up all defenses based on
14 the statute of limitations, any claim of pre-indictment delay, or any
15 speedy trial claim with respect to any such action, except to the
16 extent that such defenses existed as of the date of defendant's
17 signing this agreement.

18 c. Defendant agrees that: (i) any statements made by
19 defendant, under oath, at the guilty plea hearing (if such a hearing
20 occurred prior to the breach); (ii) the agreed to factual basis
21 statement in this agreement; and (iii) any evidence derived from such
22 statements, shall be admissible against defendant in any such action
23 against defendant, and defendant waives and gives up any claim under
24 the United States Constitution, any statute, Rule 410 of the Federal
25 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
26 Procedure, or any other federal rule, that the statements or any
27 evidence derived from the statements should be suppressed or are
28 inadmissible.

COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

OFFICE NOT PARTIES

28. Defendant understands that the Court and the United States Probation and Pretrial Services Office are not parties to this agreement and need not accept any of the USAO's sentencing recommendations or the parties' agreements to facts or sentencing factors.

8 29. Defendant understands that both defendant and the USAO are
9 free to: (a) supplement the facts by supplying relevant information
10 to the United States Probation and Pretrial Services Office and the
11 Court, (b) correct any and all factual misstatements relating to the
12 Court's Sentencing Guidelines calculations and determination of
13 sentence, and (c) argue on appeal and collateral review that the
14 Court's Sentencing Guidelines calculations and the sentence it
15 chooses to impose are not error, although each party agrees to
16 maintain its view that the calculations in paragraph 14 are
17 consistent with the facts of this case. While this paragraph permits
18 both the USAO and defendant to submit full and complete factual
19 information to the United States Probation and Pretrial Services
20 Office and the Court, even if that factual information may be viewed
21 as inconsistent with the facts agreed to in this agreement, this
22 paragraph does not affect defendant's and the USAO's obligations not
23 to contest the facts agreed to in this agreement.

24 30. Defendant understands that even if the Court ignores any
25 sentencing recommendation, finds facts or reaches conclusions
26 different from those agreed to, and/or imposes any sentence up to the
27 maximum established by statute, defendant cannot, for that reason,
28 withdraw defendant's guilty plea, and defendant will remain bound to

1 fulfill all defendant's obligations under this agreement. Defendant
2 understands that no one -- not the prosecutor, defendant's attorney,
3 or the Court -- can make a binding prediction or promise regarding
4 the sentence defendant will receive, except that it will be within
5 the statutory maximum.

6 NO ADDITIONAL AGREEMENTS

7 31. Defendant understands that, except as set forth herein,
8 there are no promises, understandings, or agreements between the USAO
9 and defendant or defendant's attorney, and that no additional
10 promise, understanding, or agreement may be entered into unless in a
11 writing signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

32. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

TRACY L. WILKISON
Acting United States Attorney

Jeremiah Levine
JEREMIAH LEVINE
Assistant United States Attorney

✓ William Etheridge
WILLIAM CECIL ETHERIDGE
Defendant 1

~~ROBERT SCOTT~~
Attorney for Defendant William
Cecil Etheridge

December 2, 2021

Date

12~1~21
Date

121.1/21

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

WILLIAM CECIL ETHERIDGE
Defendant

12-1-21
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

2 I am WILLIAM CECIL ETHERIDGE's attorney. I have carefully and
3 thoroughly discussed every part of this agreement with my client.
4 Further, I have fully advised my client of his rights, of possible
5 pretrial motions that might be filed, of possible defenses that might
6 be asserted either prior to or at trial, of the sentencing factors
7 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
8 provisions, and of the consequences of entering into this agreement.
9 To my knowledge: no promises, inducements, or representations of any
10 kind have been made to my client other than those contained in this
11 agreement; no one has threatened or forced my client in any way to
12 enter into this agreement; my client's decision to enter into this
13 agreement is an informed and voluntary one; and the factual basis set
14 forth in this agreement is sufficient to support my client's entry of
15 a guilty plea pursuant to this agreement.

ROBERT SCOTT
Attorney for Defendant William
Cecil Etheridge

12/1/21
Date